

DEPARTMENT OF LIVESTOCK MEAT & POULTRY DIVISION

SUPPLEMENTAL AGREEMENT TO THE MPEA MASTER CONTRACT

MASTER CONTRACT AMENDMENTS

NOTE - Where specific Article and Section reference appear, the language, which follows, modifies MPEA Master Contract language. All other supplemental section language is unique to the Department of Livestock Meat & Poultry Division.

A. **WAGES**

1. Effective the first full pay period in February 2017, bargaining unit members shall receive an increase of \$.50 per hour. Meat Inspectors shall receive an increase to \$15.06 per hour, base pay. All other bargaining unit members will be covered by the Agency Pay Plan which sets out the minimum hourly base pay at 80% of the classification job title.

B. **COMPENSATORY PAYOUT**

1. Bargaining unit members will be paid out for non-exempt compensatory time in excess of 80 hours, for all hours accrued in excess of 80 hours, as of October 29, 2016. This will be a one-time pay out and will be processed in a separate off cycle check.

C. **HOME OFFICE**

1. Bargaining unit members who are required to use their home as their primary office shall be provided with a \$200.00 per month stipend to defray office expenses including but not limited to home office space, utilities, internet costs for hard wired lines, equipment storage, and PO Box, not to include cell phones. The home office stipend shall be retroactive to October of 2016.

D. **CELL PHONES**

1. Any bargaining unit member hired after this tentative agreement who is required to carry a cell phone will be issued a department cell phone. Current bargaining unit members may choose to accept a department cell phone or be reimbursed at the rate of \$40.00 per month for their current cell phone. Current bargaining unit members who accept a department cell phone may not switch back to a reimbursement plan.

E. **REST BREAKS**

1. All employees in the bargaining unit may take one (1) 15-minute rest break for each four hours worked. This time will include one break in the morning and one break in the afternoon. Breaks may not be combined into one 30-minute break. Rest breaks are not to be cumulative. Work days may not be started late, meal breaks may not be extended and work days may not be ended early to compensate for not taking a duty free rest break. Lunch breaks will be discussed in a Labor Management setting.

F. **PER DIEM**

1. Per Diem shall be in accordance with Montana Operations Manual with additional discussion in a Labor Management setting or future negotiations.

G. LABOR MANAGEMENT COMMITTEE

1. Upon ratification of the Supplemental Agreement, MPEA and the Department shall engage in Labor Management Committee training and shall establish a Labor Management Committee with up to three bargaining unit members, a field representative from MPEA and an equal number of management representatives.

Topics for LMC shall include but are not limited to: training, job postings/interview processes, policies, rules, safety, management support of complaints, per diem.

H. PROBATIONARY PERIOD


1. All newly hired employees to the Meat and Poultry Inspection Bureau shall serve a probationary period of not less than one (1) year.

I. LEAVE REQUESTS

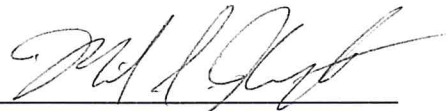
1. Requests involving personal and/or family health and welfare or related issues will receive priority consideration, otherwise seniority will prevail. Non-scheduled leave requests such as a three-day weekend will be granted on a first come, first serve basis. In all cases, if two or more employees request leave for the same dates, seniority shall be the determining factor if only one leave request is to be granted.

DATED this 3rd day of March, 2017

FOR STATE OF MONTANA:



Michael P. Manion, Chief



Mike Honeycutt, Executive Officer
Livestock

FOR MONTANA PUBLIC
EMPLOYEES ASSOCIATION



Quinton E. Nyman, Executive
Director MPEA

MPEA Bargaining Team
Member

MEMORANDUM OF AGREEMENT

State of Montana Department of Livestock

AND

Montana Public Employees Association (MPEA)

Retention Incentive Program:

Under a memorandum of understanding, and following final ratification of the collective bargaining agreement, the Agency will agree to provide a lump sum retention incentive to all bargaining unit employees. **Employees under any formal written performance improvement plan or formal written discipline will not be eligible for the Lump Sum Retention Incentive Program.**

The retention incentive will be applied to the employee's base salary as follows:

1. Following 3rd year anniversary, in the same job – (2%) one-time lump sum payment
2. Following 7th year anniversary, in same job – (4%) one-time lump sum payment
3. Following 12th year anniversary, in same job – (6%) one-time lump sum payment
4. Following 16th year anniversary, in same job – (8%) one-time lump sum payment

Current employees will receive the retention incentive amount for the most recent service anniversary, in the same job, reached by that individual, as of May 1, 2017, to be paid on Wednesday, May 24, 2017.

The memorandum of understanding will terminate June 30, 2017.


DATED this 3rd day of March, 2017

FOR STATE OF MONTANA:


Michael P. Manion, Chief


Mike Honeycutt, Executive Officer
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